

FELTON T. NEWELL (State Bar #201078)
felton@newellpc.com
CHRISTINE SAID (State Bar #344348)
christine@newellpc.com
NEWELL LAW GROUP PC
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
Telephone: (310) 556-9663

Attorneys for Plaintiffs
**HIDDEN EMPIRE HOLDINGS, LLC;
HYPER ENGINE, LLC; AND DEON
TAYLOR; AND THIRD-PARTY
DEFENDANT ROXANNE TAYLOR**

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

HIDDEN EMPIRE HOLDINGS,
LLC; a Delaware limited liability
company; HYPER ENGINE, LLC; a
California limited liability company;
DEON TAYLOR, an individual,

Plaintiffs,

vs.

DARRICK ANGELONE, an
individual; AONE CREATIVE LLC,
formerly known as AONEE
ENTERTAINMENT LLC, a Florida
limited liability company; and ON
CHAIN INNOVATIONS LLC, a
Florida limited liability company,

Defendants.

CASE NO.: 2:22-cv-06515-MWF-AGR
[Hon. Michael W. Fitzgerald, Dept. 5A)

**PLAINTIFFS' PROPOSED JURY
VERDICT FORMS**

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



We, the jury, answer the following questions submitted by the Court as follows:

Plaintiffs' Breach of Contract Claim against AOne Creative LLC

1. Did Hidden Empire Film Group and AOne Creative LLC enter into a contract?

_____ Yes _____ No

If your answer to question 1 is yes, then answer question 2. If you answered no, please skip to question 6.

2. Did Hidden Empire Film Group do all or substantially all, of the significant things that the contract required it to do?

_____ Yes _____ No

If your answer to question 2 is yes, then answer question 3. If you answered no, please skip to question 6.

3. Did AOne Creative LLC fail to do something that the contract required it to do?

_____ Yes _____ No

If your answer to question 3 is yes, then answer question 4. If you answered no, please skip to question 6.



4. Was Hidden Empire Film Group harmed by AOne Creative LLC's breach of contract?

_____ Yes _____ No

If your answer to question 1 is yes, then answer question 2. If you answered no, please skip to question 6.

5. What are Hidden Empire Film Group's damages?

Economic loss \$ _____

Hidden Empire Film Group's Breach of Contract Claim against Darrick Angelone

6. Did Hidden Empire Film Group and Darrick Angelone enter into a contract?

_____ Yes _____ No

If your answer to question 6 is yes, then answer question 7. If you answered no, please skip to question 11.

7. Did Hidden Empire Film Group do all or substantially all, of the significant things that the contract required it to do?

_____ Yes _____ No



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



1 If your answer to question 7 is yes, then answer question 8. If you
2 answered no, please skip to question 11.

3
4 8. Did Darrick Angelone fail to do something that the contract required him to
5 do?

6
7 _____ Yes _____ No
8

9 If your answer to question 8 is yes, then answer question 9. If you
10 answered no, please skip to question 11.

11
12 9. Was Hidden Empire Film Group harmed by Darrick Angelone's breach of
13 contract?

14
15 _____ Yes _____ No
16

17 If your answer to question 9 is yes, then answer question 10. If you
18 answered no, please skip to question 10.

19
20
21 10. What are Hidden Empire Film Group's damages?

22
23 Past economic loss \$ _____
24

25
26 **Hidden Empire Film Group's Computer Fraud and Abuse Act Claim**
27 **Against Darrick Angelone**
28

11. Hidden Empire Film Group's computers were used in and affected

interstate and commerce and communication.

_____ Yes _____ No

If your answer to question 11 is yes, then answer question 12. If you answered no, please skip to question 17.

12. Did Darrick Angelone access Hidden Empire Film Group's computers without authorization.

_____ Yes _____ No

If your answer to question 12 is yes, then answer question 13. If you answered no, please skip to question 17.

13. Did Darrick Angelone obtain unauthorized information from Hidden Empire Film Group's computers.

_____ Yes _____ No

If your answer to question 13 is yes, then answer question 14. If you answered no, please skip to question 17.

_____ Yes _____ No

14. Did Darrick Angelone do one or more of the following:

- (a) lock Hidden Empire Film Group out of its private corporate accounts
- (b) change the passwords for Hidden Film Group's websites and domains
- (c) refuse to relinquish the administrator credentials for Hidden Empire



Film Group's websites

(d) download Deon Taylor's Zoom videos and posted them to the internet

(e) delete Hidden Empire Film Group's Google Workspace account.

_____ Yes _____ No

If your answer to question 14 is yes, then answer question 15. If you answered no, please skip to question 17.

15. Hidden Empire Film Group was damaged in excess of \$5,000 during a one-year period by Darrick Angelone's unauthorized access and abuse of Hidden Empire Film Group's Google Workspace Account.

_____ Yes _____ No

If your answer to question 15 is yes, then answer question 16. If you answered no, please skip to question 17.

16. If you answered "Yes" to question 15, you must answer the following question: What amount of damages do you find that Hidden Empire Film Group should recover as a result of Darrick Angelone's violation(s) of the Computer Fraud and Abuse Act?

Amount \$ _____

**Hidden Empire Film Group's Computer Fraud and Abuse Act Claim
Against AOne Creative LLC**

17. Hidden Empire Film Group's computers were used in and affected

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



interstate and commerce and communication.

_____ Yes _____ No

If your answer to question 17 is yes, then answer question 18. If you answered no, please skip to question 23.

18.Darrick Angelone accessed Hidden Empire Film Group's computers without authorization.

_____ Yes _____ No

If your answer to question 18 is yes, then answer question 19. If you answered no, please skip to question 23.

19.Did Darrick Angelone obtain information from Hidden Empire Film Group's Google Workspace Accounts.

_____ Yes _____ No

If your answer to question 19 is yes, then answer question 20. If you answered no, please skip to question 23.

20.Did Darrick Angelone do one or more of the following:

- (a) lock Hidden Empire Film Group out of its private corporate accounts
- (b) change the passwords for Hidden Film Group's websites and domains
- (c) refuse to relinquish the administrator credentials for Hidden Empire Film Group's websites
- (d) download Deon Taylor's Zoom videos and posted them to the internet
- (e) delete Hidden Empire Film Group's Google Workspace account.



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

_____ Yes _____ No

If your answer to question 20 is yes, then answer question 21. If you answered no, please skip to question 23.

21. Hidden Empire Film Group was damaged in excess of \$5,000 during a one-year period by Darrick Angelone's unauthorized access and abuse of Hidden Empire Film Group's Google Workspace Account.

_____ Yes _____ No

WAS HE ACTING IN HIS CAPACITY AS AN AGENT?

If your answer to question 21 is yes, then answer question 22. If you answered no, please skip to question 23.

22. What amount of damages did Hidden Empire Film Group suffer?

\$ _____

**Hidden Empire Film Group's Computer Data and Access Fraud Act
Claim Against Darrick Angelone**

23. Was Hidden Empire Film Group the owner of Hidden Empire Film Group's Google Workspace account?

_____ Yes _____ No

If your answer to question 23 is yes, then answer question 24. If you

1 answered no, please skip to question 23.

2
3 24. Did Darrick Angelone knowingly and without permission do one or more
4 of the following:

5 (a) access and make use of data and files from Hidden Empire Film
6 Group's computers, websites, software and/or computer networks

7 (b) willfully access Hidden Empire Film Group's Google Workspace
8 account without authorization

9 (c) deny an authorized user of Hidden Empire Film Group's Google
10 Workspace account access to Hidden Empire Film Group's Google
11 Workspace Account

12 (d) delete Hidden Empire Film Group's Google Workspace account?

13 _____ Yes _____ No
14

15
16 If your answer to question 24 is yes, then answer question 25. If you
17 answered no, please skip to question 29.

18
19 25. Did Darrick Angelone engage in one or more of the acts identified in
20 Question 24 without Hidden Empire Film Group's permission.

21
22 _____ Yes _____ No
23

24 If your answer to question 25 is yes, then answer question 26. If you
25 answered no, please skip to question 29.

26
27 26. Was Hidden Empire Film Group harmed?
28

_____ Yes _____ No



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



If your answer to question 26 is yes, then answer question 27. If you answered no, please skip to question 29.

27. Was Darrick Angelone's conduct a substantial factor in causing Hidden Empire Film Group's harm?

_____ Yes _____ No

If your answer to question 27 is yes, then answer question 28. If you answered no, please skip to question 29.

28. What is the amount of damages?

\$ _____

**Hidden Empire Film Group's Computer Data and Access Fraud Act
Claim Against AOne Creative LLC**

29. Was Hidden Empire Film Group the owner of Hidden Empire Film Group's Google Workspace account.

_____ Yes _____ No

If your answer to question 29 is yes, then answer question 30. If you answered no, please skip to question 35.

30. Did Darrick Angelone knowingly and without permission do one or more of the following:

(a) access and make use of data and files from Hidden Empire Film Group's computers, websites, software and/or computer networks

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



(b) willfully access Hidden Empire Film Group's Google Workspace account without authorization

(c) deny an authorized user of Hidden Empire Film Group's Google Workspace account access to Hidden Empire Film Group's Google Workspace Account

(d) delete Hidden Empire Film Group's Google Workspace account?

_____ Yes _____ No

If your answer to question 30 is yes, then answer question 31. If you answered no, please skip to question 35.

31. Did AOne Creative LLC engage in one or more of the acts identified in Question 30 without Hidden Empire Film Group's permission?

_____ Yes _____ No

If your answer to question 31 is yes, then answer question 32. If you answered no, please skip to question 35.

32. Was Hidden Empire Film Group harmed?

_____ Yes _____ No

If your answer to question 32 is yes, then answer question 33. If you answered no, please skip to question 35.

33. Was AOne Creative LLC's conduct a substantial factor in causing Hidden Empire Film Group's harm.

_____ Yes _____ No

If your answer to question 33 is yes, then answer question 34. If you answered no, please skip to question 35.

34. What are Hidden Empire Film Group's damages?

\$ _____

Hidden Empire Film Group's Conversion Claim against Darrick Angelone

35. Did Hidden Empire Film Group own its Google Workspace Account?

_____ Yes _____ No

If your answer to question 35 is yes, then answer question 36. If you answered no, please skip to question 41.

36. Did Darrick Angelone substantially interfere with Hidden Empire Film Group's property by knowingly or intentionally taking possession of Hidden Empire Film Group's Google Workspace Account; and/or preventing Hidden Empire Film Group from having access to its Google Workspace Account; and/or refusing to return access to Hidden Empire Film Group after it demanded the return of its access to its Google Workspace Account.

_____ Yes _____ No

If your answer to question 36 is yes, then answer question 37. If you answered no, please skip to question 41.



37. Did Hidden Empire Film Group consent?

_____ Yes _____ No

If your answer to question 37 is yes, then answer question 38. If you answered no, please skip to question 41.

38. Was Hidden Empire Film Group harmed?

_____ Yes _____ No

If your answer to question 38 is yes, then answer question 39. If you answered no, please skip to question 41.

39. Was Darrick Angelone's conduct a substantial factor in causing Hidden Empire Film Group's harm?

_____ Yes _____ No

If your answer to question 39 is yes, then answer question 40. If you answered no, please skip to question 41.

40. Damages

**Hidden Empire Film Group's Conversion Claim against AOne Creative
LLC**

41. Did Hidden Empire Film Group own its Google Workspace Account?

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



_____ Yes _____ No

If your answer to question 41 is yes, then answer question 42. If you answered no, please skip to question 47.

42. Did AOne Creative LLC substantially interfere with Hidden Empire Film Group's property by knowingly or intentionally doing one or more of the following:

(a) taking possession of Hidden Empire Film Group's Google Workspace Account

(b) preventing Hidden Empire Film Group from having access to its Google Workspace Account

(c) refusing to return access to Hidden Empire Film Group after it demanded the return of its access to its Google Workspace Account.

_____ Yes _____ No

If your answer to question 42 is yes, then answer question 43. If you answered no, please skip to question 47.

43. Did Hidden Empire Film Group consent.

_____ Yes _____ No

If your answer to question 43 is yes, then answer question 44. If you answered no, please skip to question 47.

44. Was Hidden Empire Film Group harmed?

_____ Yes _____ No

If your answer to question 44 is yes, then answer question 45. If you

1 answered no, please skip to question 47.

2
3 45.A One Creative LLC's conduct was a substantial factor in causing Hidden
4 Empire Film Group's harm.

5 _____ Yes _____ No

6
7 If your answer to question 45 is yes, then answer question 46. If you
8 answered no, please skip to question 47.

9
10 46.Hidden Empire's Damages

11
12
13 **Hidden Empire Film Group's Copyright Infringement Claim against**
14 **Darrick Angelone**

15 47.Has Hidden Empire Film Group proven by a preponderance of the
16 evidence that it owns a valid copyright for the film "Fear?"

17
18 _____ Yes _____ No

19
20 If your answer to question 47 is yes, then answer question 48. If you
21 answered no, please skip to question 52.

22
23 48.Did Darrick Angelone's video game copy protected elements of the film
24 "Fear"?

25 _____ Yes _____ No

26
27 If your answer to question 48 is yes, then answer question 49. If you
28 answered no, please skip to question 52.

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



49. Was Darrick Angelone's copying of protected elements of the film "Fear" willful?

_____ Yes _____ No

If your answer to question 49 is yes, then answer question 50. If you answered no, please skip to question 52.

50. Did Hidden Empire Film Group give Darrick Angelone permission to copy protected elements of the film "Fear"?

_____ Yes _____ No

If your answer to question 50 is no, then answer question 51. If you answered yes, please skip to question 52.

51. What amount of damages should Hidden Empire Film Group recover as a result of Darrick Angelone's infringement of its copyrighted material?

Amount \$ _____.

Darrick Angelone's Claim for Breach of Contract against Deon Taylor

52. Did Darrick Angelone and Deon Taylor enter into a contract?

_____ Yes _____ No

If your answer to question 52 is yes, then answer question 53. If you answered no, please skip to question 57.

53. Did Darrick Angelone do all or substantially all, of the significant things that the contract required him to do?

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



_____ Yes _____ No

If your answer to question 53 is yes, then answer question 54. If you answered no, please skip to question 57.

54. Did Deon Taylor fail to do something that the contract required him to do?

_____ Yes _____ No

If your answer to question 54 is yes, then answer question 55. If you answered no, please skip to question 57.

55. Was Darrick Angelone harmed by Deon Taylor's breach of contract?

_____ Yes _____ No

If your answer to question 55 is yes, then answer question 56. If you answered no, please skip to question 57.

56. What are Darrick Angelone's damages?

a. Past economic loss \$ _____

b. Future economic loss \$ _____

Darrick Angelone's Claim for Breach of Implied Contract against Deon Taylor



1 57. Did Darrick Angelone and Deon Taylor enter into a contract?

2
3 _____ Yes _____ No

4
5 If your answer to question 57 is yes, then answer question 58. If you
6 answered no, please skip to question 62.

7
8 58. Did Darrick Angelone do all or substantially all, of the significant things
9 that the contract required him to do?

10
11 _____ Yes _____ No

12
13 If your answer to question 58 is yes, then answer question 59. If you
14 answered no, please skip to question 62.

15
16 59. Did Deon Taylor fail to do something that the contract required him to do?

17
18 _____ Yes _____ No

19
20 If your answer to question 59 is yes, then answer question 60. If you
21 answered no, please skip to question 62.

22
23 60. Was Darrick Angelone harmed by Deon Taylor's breach of contract?

24
25 _____ Yes _____ No

26
27 If your answer to question 60 is yes, then answer question 61. If you
28 answered no, please skip to question 62.

61. What are Darrick Angelone's damages?

c. Past economic loss \$ _____

d. Future economic loss \$ _____

Darrick Angelone's Claim for Breach of Fiduciary Duty against Deon Taylor

62. Was Deon Taylor Darrick Angelone's partner?

_____ Yes _____ No

If your answer to question 62 is yes, then answer question 63. If you answered no, please skip to question 68.

63. Did Deon Taylor act against Darrick Angelone's interests in connection with the distribution of Hyper Engine LLC's assets?

_____ Yes _____ No

If your answer to question 63 is yes, then answer question 64. If you answered no, please skip to question 68.

64. Did Darrick Angelone give informed consent to Deon Taylor's conduct?

_____ Yes _____ No

If your answer to question 64 is yes, then answer question 65. If you answered no, please skip to question 68.

65. Was Darrick Angelone harmed?

_____ Yes _____ No



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



1 If your answer to question 65 is yes, then answer question 66. If you
2 answered no, please skip to question 68.

3
4 66. Was Deon Taylor's conduct a substantial factor in causing Darrick
5 Angelone harm?

6 _____ Yes _____ No

7
8 If your answer to question 66 is yes, then answer question 66. If you
9 answered no, please skip to question 68.

10
11 67. Damages

12
13 **Darrick Angelone's Claim for Fraud against Deon Taylor**

14 68. Did Deon Taylor make a promise to Darrick Angelone?

15 _____ Yes _____ No

16
17 If your answer to question 68 is yes, then answer question 69. If you
18 answered no, stop here, answer no further questions, and have the jury
19 foreperson sign and date this form.

20
21 69. Did Deon Taylor intend to perform this promise when he made it?

22 _____ Yes _____ No

23
24 If your answer to question 69 is yes, then answer question 70. If you
25 answered no, stop here, answer no further questions, and have the jury
26 foreperson sign and date this form.

27
28 70. Did Deon Taylor intend that Darrick Angelone rely on this promise?

_____ Yes _____ No

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



71.If your answer to question 70 is yes, then answer question 71. If you answered no, stop here, answer no further questions, and have the jury foreperson sign and date this form.

72.Did Darrick Angelone reasonably rely on this promise?

_____ Yes _____ No

If your answer to question 72 is yes, then answer question 73. If you answered no, stop here, answer no further questions, and have the jury foreperson sign and date this form.

73.Did Deon Taylor perform the promised act?

_____ Yes _____ No

If your answer to question 73 is yes, then answer question 74. If you answered no, stop here, answer no further questions, and have the jury foreperson sign and date this form.

74.Was Darrick Angelone's reliance on Deon Taylor's promise a substantial factor in causing harm to Darrick Angelone?

_____ Yes _____ No

If your answer to question 74 is yes, then answer question 75. If you answered no, stop here, answer no further questions, and have the jury foreperson sign and date this form.

75. What are Darrick Angelone's damages?

Past Economic Loss: \$ _____

Future Economic Loss: \$ _____

JURY FOREPERSON

DATED

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

HIDDEN EMPIRE HOLDINGS, LLC; a
Delaware limited liability company; HYPER
ENGINE, LLC; a California limited liability
company; DEON TAYLOR, an individual,
Plaintiffs,

v.

DARRICK ANGELONE, an individual;
AONE CREATIVE LLC, formerly known
as AONE ENTERTAINMENT LLC, a
Florida limited liability company; and ON
CHAIN INNOVATIONS LLC, a Florida
limited liability company,
Defendants.

Case No. 2:22-cv-06515-MWF-AGR

*Assigned to the Hon. Judge Michael W.
Fitzgerald*

**DEFENDANTS PROPOSED JURY
VERDICT FORMS**

Pretrial Conference: December 22, 2025
Trial Date: January 13, 2026
Time: 8:30 AM
Dept.: 5A

SPECIAL VERDICT FORM – BREACH OF COVENANT OF GOOD FAITH

We, the jury in the above-entitled action, answer the questions submitted to us as follows:

1. Did Defendant/Counterclaimant Darrick Angelone and Counter-Defendant Deon Taylor mutually agree to enter into a contract?

_____ Yes _____ No

Did Defendant/Counterclaimant Darrick Angelone and Third-Party Defendant Roxanne Taylor mutually agree to enter into a contract?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 1, answer Question 2. For each person that received a "No" answer, skip the rest of the questions for that person. If both received a "No" answer, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Did Defendant/Counterclaimant Darrick Angelone do all, or substantially all, of the significant things the contract required of him with respect to Counter-Defendant Deon Taylor?

_____ Yes _____ No

Did Defendant/Counterclaimant Darrick Angelone do all, or substantially all, of the significant things the contract required of him with respect to Third-Party Defendant Roxanne Taylor?



1 _____ Yes _____ No

2
3 For each person that received a "Yes" answer in Question 2, answer
4 Question 3. For each person that received a "No" answer, skip the rest of the
5 questions for that person. If both received a "No" answer to Question 2, stop here,
6 answer no further questions, and have the presiding juror sign and date this form.
7

8 3. Did Counter-Defendant Deon Taylor engage in the conduct that you have
9 been instructed about that prevented Defendant/Counterclaimant Darrick
10 Angelone from receiving the benefits of the contract?
11

12 _____ Yes _____ No

13
14 Did Third-Party Defendant Roxanne Taylor engage in the conduct that you
15 have been instructed about that prevented Defendant/Counterclaimant Darrick
16 Angelone from receiving the benefits of the contract?
17

18 _____ Yes _____ No

19
20 For each person that received a "Yes" answer in Question 3, answer
21 Question 4. For each person that received a "No" answer, skip the rest of the
22 questions for that person. If both received a "No" answer to Question 3, stop here,
23 answer no further questions, and have the presiding juror sign and date this form.
24
25

26 4. In engaging in that conduct, did Counter-Defendant Deon Taylor fail to act
27 fairly and in good faith toward Defendant/Counterclaimant Darrick Angelone?
28

_____ Yes _____ No

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



1
2 In engaging in that conduct, did Third-Party Defendant Roxanne Taylor
3 fail to act fairly and in good faith toward Defendant/Counterclaimant Darrick
4 Angelone?

5
6 _____ Yes _____ No
7

8 For each person that received a "Yes" answer in Question 4, answer
9 Question 5. For each person that received a "No" answer, skip the rest of the
10 questions for that person. If both received a "No" answer to Question 4, stop here
11 for those persons and have the presiding juror sign and date this form.
12

13
14 5. Was Darrick Angelone harmed by Deon Taylor's breach of contract?

15
16 _____ Yes _____ No
17

18 Was Darrick Angelone harmed by Roxanne Taylor's breach of contract?

19
20 _____ Yes _____ No
21

22 For each person that received a "Yes" answer in Question 5, answer
23 Question 6. For each person that received a "No" answer, skip the rest of the
24 questions for that person. If both received a "No" answer to Question 5, stop here
25 for those persons and have the presiding juror sign and date this form.
26

27 6. What are the damages suffered by Defendant/Counterclaimant Darrick
28 Angelone as a result of the breach of the implied covenant of good faith and fair
dealing?



1 Damages caused by Counter-Defendant Deon Taylor:

2 Past Economic Loss (general): \$ _____

3 Future Economic Loss (if any): \$ _____

4
5 Damages caused by Third-Party Defendant Roxanne Taylor:

6 Past Economic Loss (general): \$ _____

7 Future Economic Loss (if any): \$ _____

8
9
10 Dated: _____

Signed: _____
Presiding Juror

11
12
13 After this verdict form has been signed, notify the clerk/bailiff/court
14 attendant that you are ready to present your verdict in the courtroom.

15
16
17
18
19
20
21
22
23
24
25
26
27
28
NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



SPECIAL VERDICT FORM – BREACH OF FIDUCIARY DUTY

We, the jury in the above-entitled action, answer the questions submitted to us as follows:

1. Did Counter-Defendant Deon Taylor owe a fiduciary duty of undivided loyalty to Defendant/Counterclaimant Darrick Angelone?

_____ Yes _____ No

Did Third-Party Defendant Roxanne Taylor owe a fiduciary duty of undivided loyalty to Defendant/Counterclaimant Darrick Angelone?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 1, answer Question 2. For each person that received a "No" answer, skip the rest of the questions. If both received a "No" answer, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Did Counter-Defendant Deon Taylor act against Defendant/Counterclaimant Darrick Angelone's interests or act on behalf of a party whose interests were adverse to Darrick Angelone's?

_____ Yes _____ No



1 Did Third-Party Defendant Roxanne Taylor act against
2 Defendant/Counterclaimant Darrick Angelone's interests or act on behalf of a
3 party whose interests were adverse to Darrick Angelone's?

4
5 _____ Yes _____ No
6

7 For each person that received a "Yes" answer in Question 2, answer
8 Question 3. For each person that received a "No" answer, skip the rest of the
9 questions. If both received a "No" answer, stop here and have the presiding juror
10 sign and date this form.
11

12
13 3. Did Defendant/Counterclaimant Darrick Angelone give informed consent
14 to Counter-Defendant Deon Taylor's conduct?

15
16 _____ Yes _____ No
17

18 Did Defendant/Counterclaimant Darrick Angelone give informed consent
19 to Third-Party Defendant Roxanne Taylor's conduct?

20
21 _____ Yes _____ No
22

23 For each person that received a "No" answer in Question 3, answer Question 4.
24 For each person that received a "Yes" answer, skip the rest of the questions. If
25 both received a "Yes" answer, stop here and have the presiding juror sign and
26 date this form.
27

28 4. Was Defendant/Counterclaimant Darrick Angelone harmed by Counter-
Defendant Deon Taylor's conduct?

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

_____ Yes _____ No

Was Defendant/Counterclaimant Darrick Angelone harmed by Third-Party Defendant Roxanne Taylor's conduct?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 4, answer Question 5. For each person that received a "No" answer, skip the rest of the questions. If both received a "No" answer, stop here and have the presiding juror sign and date this form.

5. Was Counter-Defendant Deon Taylor's conduct a substantial factor in causing harm to Defendant/Counterclaimant Darrick Angelone?

_____ Yes _____ No

Was Third-Party Defendant Roxanne Taylor's conduct a substantial factor in causing harm to Defendant/Counterclaimant Darrick Angelone?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 5, answer Question 6. For each person that received a "No" answer, skip the rest of the questions. If both received a "No" answer, stop here and have the presiding juror sign and date this form.

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



6. What are the damages suffered by Defendant/Counterclaimant Darrick Angelone as a result of the conduct of the person identified above?

Damages caused by Counter-Defendant Deon Taylor:

Economic loss: \$ _____

Noneconomic loss (if any): \$ _____

Damages caused by Third-Party Defendant Roxanne Taylor:

Economic loss: \$ _____

Noneconomic loss (if any): \$ _____

For each person that received a "Yes" answer in Question 5, answer Question 7.

7. Did Counter-Defendant Deon Taylor act with malice, oppression, or fraud?

_____ Yes _____ No

Did Third-Party Defendant Roxanne Taylor act with malice, oppression, or fraud?

_____ Yes _____ No

If you answered "Yes" for either person, the Court will instruct you on additional questions concerning punitive damages.



1 Dated: _____

Signed: _____
Presiding Juror

2
3 After this verdict form has been signed, notify the clerk/bailiff/court
4 attendant that you are ready to present your verdict in the courtroom.
5

6
7
8 **SPECIAL VERDICT FORM – BREACH OF IMPLIED IN FACT**
9 **CONTRACT**

10 We, the jury in the above-entitled action, answer the questions submitted
11 to us as follows:

12
13 7. Did Defendant/Counterclaimant Darrick Angelone and Counter-Defendant
14 Deon Taylor mutually agree to enter into a contract, as shown by their words or
15 conduct and the surrounding circumstances (an implied-in-fact contract)?

16
17 _____ Yes _____ No

18
19 Did Defendant/Counterclaimant Darrick Angelone and Third-Party
20 Defendant Roxanne Taylor mutually agree to enter into a contract, as shown by
21 their words or conduct and the surrounding circumstances (an implied-in-fact
22 contract)?

23
24 _____ Yes _____ No

25
26 For each person that received a "Yes" answer in Question 1, answer
27 Question 2. For each person that received a "No" answer, skip the rest of the
28 questions for that person. If both received a "No" answer, stop here, answer no
further questions, and have the presiding juror sign and date this form.



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



8. Did Defendant/Counterclaimant Darrick Angelone do all, or substantially all, of the significant things the implied contract required of him with respect to Counter-Defendant Deon Taylor?

_____ Yes _____ No

Did Defendant/Counterclaimant Darrick Angelone do all, or substantially all, of the significant things the implied contract required of him with respect to Third-Party Defendant Roxanne Taylor?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 2, answer Question 3. For each person that received a "No" answer, skip the rest of the questions for that person. If both received a "No" answer to Question 2, stop here, answer no further questions, and have the presiding juror sign and date this form.

9. Was Defendant/Counterclaimant Darrick Angelone excused from having to do all, or substantially all, of the significant things that the contract required him to do with respect to Counter-Defendant Deon Taylor?

_____ Yes _____ No

Was Defendant/Counterclaimant Darrick Angelone excused from having to do all, or substantially all, of the significant things that the contract required him to do with respect to Third-Party Defendant Roxanne Taylor?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 3, answer Question 4. For each person that received a "No" answer, skip the rest of the questions for that person. If both received a "No" answer to Question 3, stop here, answer no further questions, and have the presiding juror sign and date this form.

10. Did Counter-Defendant Deon Taylor fail to do something that the implied contract required him to do (breach)?

_____ Yes _____ No

Did Third-Party Defendant Roxanne Taylor fail to do something that the implied contract required her to do (breach)?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 4, answer Question 5. For each person that received a "No" answer, skip the rest of the questions for that person. If both received a "No" answer to Question 4, stop here for those persons and have the presiding juror sign and date this form.

11. Was Darrick Angelone harmed by Deon Taylor's breach of contract?

_____ Yes _____ No

Was Darrick Angelone harmed by Roxanne Taylor's breach of contract?

_____ Yes _____ No



1
2 For each person that received a "Yes" answer in Question 5, answer
3 Question 6. For each person that received a "No" answer, skip the rest of the
4 questions for that person. If both received a "No" answer to Question 5, stop here
5 for those persons and have the presiding juror sign and date this form.
6

7 12. What are the damages suffered by Defendant/Counterclaimant Darrick
8 Angelone as a result of the breach?
9

10 Damages caused by Counter-Defendant Deon Taylor:

11 Contract damages (general): \$ _____

12 Special damages (if any): \$ _____

13 Reliance damages (if any): \$ _____
14

15 Damages caused by Third-Party Defendant Roxanne Taylor:

16 Contract damages (general): \$ _____

17 Special damages (if any): \$ _____

18 Reliance damages (if any): \$ _____
19

20
21 Dated: _____

Signed: _____
Presiding Juror

22
23 After this verdict form has been signed, notify the clerk/bailiff/court
24 attendant that you are ready to present your verdict in the courtroom.
25
26
27
28



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



SPECIAL VERDICT FORM – BREACH OF CONTRACT

We, the jury in the above-entitled action, answer the questions submitted to us as follows:

13. Did Defendant/Counterclaimant Darrick Angelone and Counter-Defendant Deon Taylor mutually agree to enter into a contract?

_____ Yes _____ No

Did Defendant/Counterclaimant Darrick Angelone and Third-Party Defendant Roxanne Taylor mutually agree to enter into a contract?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 1, answer Question 2. For each person that received a "No" answer, skip the rest of the questions for that person. If both received a "No" answer, stop here, answer no further questions, and have the presiding juror sign and date this form.

14. Did Defendant/Counterclaimant Darrick Angelone do all, or substantially all, of the significant things the contract required of him with respect to Counter-Defendant Deon Taylor?

_____ Yes _____ No

1
2 Did Defendant/Counterclaimant Darrick Angelone do all, or substantially
3 all, of the significant things the contract required of him with respect to Third-
4 Party Defendant Roxanne Taylor?

5
6 _____ Yes _____ No
7

8 For each person that received a "Yes" answer in Question 2, answer
9 Question 3. For each person that received a "No" answer, skip the rest of the
10 questions for that person. If both received a "No" answer to Question 2, stop here,
11 answer no further questions, and have the presiding juror sign and date this form.
12

13 15. Was Defendant/Counterclaimant Darrick Angelone excused from having to
14 do all, or substantially all, of the significant things that the contract required him
15 to do with respect to Counter-Defendant Deon Taylor?
16

17
18 _____ Yes _____ No
19

20 Was Defendant/Counterclaimant Darrick Angelone excused from having to
21 do all, or substantially all, of the significant things that the contract required him
22 to do with respect to Third-Party Defendant Roxanne Taylor?
23

24 _____ Yes _____ No
25

26 For each person that received a "Yes" answer in Question 3, answer
27 Question 4. For each person that received a "No" answer, skip the rest of the
28 questions for that person. If both received a "No" answer to Question 3, stop here,
answer no further questions, and have the presiding juror sign and date this form.



16. Did Counter-Defendant Deon Taylor fail to do something that the contract required him to do (breach)?

_____ Yes _____ No

Did Third-Party Defendant Roxanne Taylor fail to do something that the contract required her to do (breach)?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 4, answer Question 5. For each person that received a "No" answer, skip the rest of the questions for that person. If both received a "No" answer to Question 4, stop here for those persons and have the presiding juror sign and date this form.

17. Was Darrick Angelone harmed by Deon Taylor's breach of contract?

_____ Yes _____ No

Was Darrick Angelone harmed by Roxanne Taylor's breach of contract?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 5, answer Question 6. For each person that received a "No" answer, skip the rest of the questions for that person. If both received a "No" answer to Question 5, stop here for those persons and have the presiding juror sign and date this form.



18. What are the damages suffered by Defendant/Counterclaimant Darrick Angelone as a result of the breach?

Damages caused by Counter-Defendant Deon Taylor:

Contract damages (general): \$ _____

Special damages (if any): \$ _____

Reliance damages (if any): \$ _____

Damages caused by Third-Party Defendant Roxanne Taylor:

Contract damages (general): \$ _____

Special damages (if any): \$ _____

Reliance damages (if any): \$ _____

Dated: _____

Signed: _____
Presiding Juror

After this verdict form has been signed, notify the clerk/bailiff/court attendant that you are ready to present your verdict in the courtroom.

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



SPECIAL VERDICT FORM – CONTRACT FORMATION

We, the jury in the above-entitled action, answer the questions submitted to us as follows:

1. Were the contract terms clear enough so that Counterclaimant Darrick Angelone and Counter-Defendant Deon Taylor could understand what each was required to do?

_____ Yes _____ No

Were the contract terms clear enough so that Counterclaimant Darrick Angelone and Third-Party Defendant Roxanne Taylor could understand what each was required to do?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 1, answer Question 2. For each person that received a "No" answer, skip the rest of the questions for that person. If both received a "No" answer, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Did Counterclaimant Darrick Angelone and Counter-Defendant Deon Taylor agree to give each other something of value?

_____ Yes _____ No

1
2 Did Counterclaimant Darrick Angelone and Third-Party Defendant
3 Roxanne Taylor agree to give each other something of value?

4
5 _____ Yes _____ No
6

7 For each person that received a "Yes" answer in Question 2, answer
8 Question 3. For each person that received a "No" answer, skip the rest of the
9 questions for that person. If both received a "No" answer to Question 2, stop here,
10 answer no further questions, and have the presiding juror sign and date this form.
11

12
13 3. Did Counterclaimant Darrick Angelone and Counter-Defendant Deon
14 Taylor agree to the terms of the contract?

15
16 _____ Yes _____ No
17

18 Did Counterclaimant Darrick Angelone and Third-Party Defendant
19 Roxanne Taylor agree to the terms of the contract?

20
21 _____ Yes _____ No
22

23 For each person that received a "Yes" answer in Question 3, answer
24 Question 4. For each person that received a "No" answer, skip the rest of the
25 questions for that person. If both received a "No" answer to Question 3, stop here,
26 answer no further questions, and have the presiding juror sign and date this form.
27
28

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



1 4. Did Counter-Defendant Deon Taylor fail to do something that his contract
2 with Counterclaimant Darrick Angelone required him to do, or do something that
3 the contract prohibited him from doing?

4
5 _____ Yes _____ No
6

7 Did Third-Party Defendant Roxanne Taylor fail to do something that her
8 contract with Counterclaimant Darrick Angelone required her to do, or do
9 something that the contract prohibited her from doing?

10
11 _____ Yes _____ No
12

13 For each person that received a "Yes" answer in Question 4, answer
14 Question 5. For each person that received a "No" answer, skip the rest of the
15 questions for that person. If both received a "No" answer to Question 4, stop here
16 for those persons and have the presiding juror sign and date this form.
17

18
19 5. Was Counterclaimant Darrick Angelone harmed by Counter-Defendant
20 Deon Taylor's breach of contract?

21
22 _____ Yes _____ No
23

24 Was Counterclaimant Darrick Angelone harmed by Third-Party Defendant
25 Roxanne Taylor's breach of contract?

26
27 _____ Yes _____ No
28

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



1 For each person that received a "Yes" answer in Question 5, answer
2 Question 6. For each person that received a "No" answer, skip the rest of the
3 questions for that person. If both received a "No" answer to Question 5, stop here
4 for those persons and have the presiding juror sign and date this form.
5

6 6. What are the damages suffered by Defendant/Counterclaimant Darrick
7 Angelone as a result of the breach?

8 Damages caused by Counter-Defendant Deon Taylor:

9 Contract damages (general): \$ _____
10

11 Special damages (if any): \$ _____

12 Reliance damages (if any): \$ _____

13 Damages caused by Third-Party Defendant Roxanne Taylor:

14 Contract damages (general): \$ _____
15

16 Special damages (if any): \$ _____

17 Reliance damages (if any): \$ _____

18
19
20 Dated: _____

Signed: _____
Presiding Juror

21
22 After this verdict form has been signed, notify the clerk/bailiff/court
23 attendant that you are ready to present your verdict in the courtroom.
24
25
26
27
28

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



SPECIAL VERDICT FORM – FALSE PROMISE

We, the jury in the above-entitled action, answer the questions submitted to us as follows:

19. Did Counter-Defendant Deon Taylor make a promise to Counterclaimant Darrick Angelone?

_____ Yes _____ No

Did Third-Party Defendant Roxanne Taylor make a promise to Counterclaimant Darrick Angelone?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 1, answer Question 2. For each person that received a "No" answer, skip the rest of the questions for that person. If both received a "No" answer, stop here, answer no further questions, and have the presiding juror sign and date this form.

20. Did Counter-Defendant Deon Taylor intend to perform this promise when he made it?

1 _____ Yes _____ No

2
3 Did Third-Party Defendant Roxanne Taylor intend to perform this promise
4 when she made it?

5
6 _____ Yes _____ No

7 For each person that received a "Yes" answer in Question 2, answer
8 Question 3. For each person that received a "No" answer, skip the rest of the
9 questions for that person. If both received a "No" answer to Question 2, stop here,
10 answer no further questions, and have the presiding juror sign and date this form.
11

12
13 21. Did Counter-Defendant Deon Taylor intend that Counterclaimant Darrick
14 Angelone rely on this promise?

15
16 _____ Yes _____ No

17
18 Did Third-Party Defendant Roxanne Taylor intend that Counterclaimant
19 Darrick Angelone rely on this promise?

20
21 _____ Yes _____ No

22
23 For each person that received a "Yes" answer in Question 3, answer
24 Question 4. For each person that received a "No" answer, skip the rest of the
25 questions for that person. If both received a "No" answer to Question 3, stop here,
26 answer no further questions, and have the presiding juror sign and date this form.
27

28 22. Did Counterclaimant Darrick Angelone rely on the promise made by
Counter-Defendant Deon Taylor?

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

_____ Yes _____ No

Did Counterclaimant Darrick Angelone rely on the promise made by Third-Party Defendant Roxanne Taylor?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 4, answer Question 5. For each person that received a "No" answer, skip the rest of the questions for that person. If both received a "No" answer to Question 4, stop here for those persons and have the presiding juror sign and date this form.

23. Did Counter-Defendant Deon Taylor perform the promised act?

_____ Yes _____ No

Did Third-Party Defendant Roxanne Taylor perform the promised act?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 5, answer Question 6. For each person that received a "No" answer, skip the rest of the questions for that person. If both received a "No" answer to Question 5, stop here for those persons and have the presiding juror sign and date this form.

24. Was Counterclaimant Darrick Angelone's reliance on Counter-Defendant Deon Taylor's promise a substantial factor in causing harm to Mr. Angelone?

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

_____ Yes _____ No

Was Counterclaimant Darrick Angelone's reliance on Third-Party Defendant Roxanne Taylor's promise a substantial factor in causing harm to Mr. Angelone?

_____ Yes _____ No

For each person that received a "Yes" answer in Question 6, answer Question 7. For each person that received a "No" answer, skip the rest of the questions for that person. If both received a "No" answer to Question 6, stop here for those persons and have the presiding juror sign and date this form.

25. What are the damages suffered by Defendant/Counterclaimant Darrick Angelone as a result of the false promise?

Damages caused by Counter-Defendant Deon Taylor:

i. Past economic loss

lost earnings \$ _____

lost profits \$ _____

other past economic loss \$ _____

Total Past Economic Damages: \$ _____

ii. Future economic loss

lost earnings \$ _____

lost profits \$ _____

other past economic loss \$ _____

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



Total Future Economic Damages: \$ _____

Damages caused by Third-Party Defendant Roxanne Taylor:

i. Past economic loss

lost earnings \$ _____

lost profits \$ _____

other past economic loss \$ _____

Total Past Economic Damages: \$ _____

ii. Future economic loss

lost earnings \$ _____

lost profits \$ _____

other past economic loss \$ _____

Total Future Economic Damages: \$ _____

Dated: _____

Signed: _____
Presiding Juror

After this verdict form has been signed, notify the clerk/bailiff/court attendant that you are ready to present your verdict in the courtroom.

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



SPECIAL VERDICT FORM – QUANTUM MERUIT

We, the jury in the above-entitled action, answer the questions submitted to us as follows:

1. Did the following person or entity request, by words or conduct, that Counterclaimants Darrick Angelone or AONE Creative LLC perform services (or deliver goods) for their benefit?

As to Counter-Defendant Deon Taylor:

_____ Yes _____ No

As to Counter-Defendant Hidden Empire Holdings, LLC:

_____ Yes _____ No

As to Counter-Defendant Hyper Engine, LLC:

_____ Yes _____ No

As to Third-Party Defendant Roxanne Taylor:

_____ Yes _____ No

For each person or entity that received a "Yes" answer in Question 1, answer Question 2 as to that person or entity. For each that received a "No" answer, skip the rest of the questions as to that person or entity. If all received a "No"

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



answer, stop here, answer no further questions, and have the presiding juror sign and date this form.

2a. Did Counterclaimant Darrick Angelone perform the services (or deliver the goods) as requested for that person's or entity's benefit?

As to Counter-Defendant Deon Taylor:

_____ Yes _____ No

As to Counter-Defendant Hidden Empire Holdings, LLC:

_____ Yes _____ No

As to Counter-Defendant Hyper Engine, LLC:

_____ Yes _____ No

As to Third-Party Defendant Roxanne Taylor:

_____ Yes _____ No

2b. Did Counterclaimant AONE Creative LLC perform the services (or deliver the goods) as requested for that person's or entity's benefit?

As to Counter-Defendant Deon Taylor:

_____ Yes _____ No

As to Counter-Defendant Hidden Empire Holdings, LLC:

_____ Yes _____ No

As to Counter-Defendant Hyper Engine, LLC:

_____ Yes _____ No

As to Third-Party Defendant Roxanne Taylor:

_____ Yes _____ No

For each person or entity that received a "Yes" answer in Question 2, answer Question 3 as to that person or entity. For each that received a "No" answer, skip the rest of the questions as to that person or entity. If all received a "No" answer to Question 2, stop here and have the presiding juror sign and date this form.

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



3a. Did the following person or entity fail to pay Counterclaimant Darrick Angelone for the services (or goods)?

As to Counter-Defendant Deon Taylor:

_____ Yes _____ No

As to Counter-Defendant Hidden Empire Holdings, LLC:

_____ Yes _____ No

As to Counter-Defendant Hyper Engine, LLC:

_____ Yes _____ No

As to Third-Party Defendant Roxanne Taylor:

_____ Yes _____ No

3b. Did the following person or entity fail to pay Counterclaimant AONE Creative LLC for the services (or goods)?

As to Counter-Defendant Deon Taylor:

_____ Yes _____ No

As to Counter-Defendant Hidden Empire Holdings, LLC:

_____ Yes _____ No

As to Counter-Defendant Hyper Engine, LLC:

_____ Yes _____ No

As to Third-Party Defendant Roxanne Taylor:

_____ Yes _____ No

For each person or entity that received a "Yes" answer in Question 3, answer Question 4 as to that person or entity. For each that received a "No" answer, skip the rest of the questions as to that person or entity. If all received a "No" answer to Question 3, stop here and have the presiding juror sign and date this form.

1 4. State the reasonable value of the services (or goods) provided to that
2 person or entity:

3 As to Counter-Defendant Deon Taylor:

4 Reasonable value: \$ _____

5 As to Counter-Defendant Hidden Empire Holdings, LLC:

6 Reasonable value: \$ _____

7 As to Counter-Defendant Hyper Engine, LLC:

8 Reasonable value: \$ _____

9 As to Third-Party Defendant Roxanne Taylor:

10 Reasonable value: \$ _____

11
12 Dated: _____

Signed: _____

Presiding Juror

13
14 After this verdict form has been signed, notify the clerk/bailiff/court
15 attendant that you are ready to present your verdict in the courtroom.
16
17

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



SPECIAL VERDICT FORM – UNJUST ENRICHMENT

We, the jury in the above-entitled action, answer the questions submitted to us as follows:

1. (a) Did Counterclaimants Darrick Angelone and AONE Creative, LLC confer a benefit on Counter-Defendant Deon Taylor?

_____ Yes _____ No

(b) Did Counterclaimants Darrick Angelone and AONE Creative, LLC confer a benefit on Counter-Defendant Hidden Empire Holdings, LLC?

_____ Yes _____ No

(c) Did Counterclaimants Darrick Angelone and AONE Creative, LLC confer a benefit on Counter-Defendant Hyper Engine, LLC?

_____ Yes _____ No

(d) Did Counterclaimants Darrick Angelone and AONE Creative, LLC confer a benefit on Third-Party Defendant Roxanne Taylor?

_____ Yes _____ No

For each person or entity that received a "Yes" answer in Question 1, answer Question 2 as to that person or entity. If all received a "No" answer, stop

1 here, answer no further questions, and have the presiding juror sign and date
2 this form.

3
4 2. (a) Did Counter-Defendant Deon Taylor know, or have reason to
5 know, that the benefit conferred by Counterclaimants Darrick Angelone and
6 AONE Creative, LLC was received under circumstances that would make it
7 unjust to retain it without payment?

8
9 _____ Yes _____ No
10

11 (b) Did Counter-Defendant Hidden Empire Holdings, LLC know, or have
12 reason to know, that the benefit conferred by Counterclaimants Darrick
13 Angelone and AONE Creative, LLC was received under circumstances that
14 would make it unjust to retain it without payment?

15
16 _____ Yes _____ No
17

18 (c) Did Counter-Defendant Hyper Engine, LLC know, or have reason to
19 know, that the benefit conferred by Counterclaimants Darrick Angelone and
20 AONE Creative, LLC was received under circumstances that would make it
21 unjust to retain it without payment?

22
23 _____ Yes _____ No
24

25 (d) Did Third-Party Defendant Roxanne Taylor know, or have reason to
26 know, that the benefit conferred by Counterclaimants Darrick Angelone and
27 AONE Creative, LLC was received under circumstances that would make it
28 unjust to retain it without payment?

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



1 _____ Yes _____ No

2

3 For each person or entity that received a "Yes" answer in Question 2, answer
 4 Question 3 as to that person or entity. For each that received a "No" answer,
 5 skip the rest of the questions as to that person or entity. If all received a "No"
 6 answer, stop here and have the presiding juror sign and date this form.

7

8 3. (a) Would it be unjust, inequitable, or contrary to good conscience for
 9 Counter-Defendant Deon Taylor to retain the benefit without reimbursing
 10 Counterclaimants Darrick Angelone and AONE Creative, LLC for its
 11 reasonable value?

12

13 _____ Yes _____ No

14

15 (b) Would it be unjust, inequitable, or contrary to good conscience for
 16 Counter-Defendant Hidden Empire Holdings, LLC to retain the benefit
 17 without reimbursing Counterclaimants Darrick Angelone and AONE
 18 Creative, LLC for its reasonable value?

19

20 _____ Yes _____ No

21

22 (c) Would it be unjust, inequitable, or contrary to good conscience for
 23 Counter-Defendant Hyper Engine, LLC to retain the benefit without
 24 reimbursing Counterclaimants Darrick Angelone and AONE Creative, LLC
 25 for its reasonable value?

26

27 _____ Yes _____ No

28

NEWELL LAW GROUP
 1801 Century Park East, 24th Floor
 Los Angeles, CA 90067
 (310) 556-9663



(d) Would it be unjust, inequitable, or contrary to good conscience for Third-Party Defendant Roxanne Taylor to retain the benefit without reimbursing Counterclaimants Darrick Angelone and AONE Creative, LLC for its reasonable value?

_____ Yes _____ No

For each person or entity that received a "Yes" answer in Question 3, answer Question 4 as to that person or entity. If all received a "No" answer, stop here and have the presiding juror sign and date this form.

4. State the amount that would restore Counterclaimants Darrick Angelone and AONE Creative, LLC to the position they would have been in had the unjust enrichment not occurred:

As to Counter-Defendant Deon Taylor:

Restitution amount: \$ _____

As to Counter-Defendant Hidden Empire Holdings, LLC:

Restitution amount: \$ _____

As to Counter-Defendant Hyper Engine, LLC:

Restitution amount: \$ _____

As to Third-Party Defendant Roxanne Taylor:

Restitution amount: \$ _____

Dated: _____

Signed: _____
Presiding Juror

After this verdict form has been signed, notify the clerk/bailiff/court attendant that you are ready to present your verdict in the courtroom.

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



SPECIAL VERDICT FORM – DAMAGES ON MULTIPLE LEGAL THEORIES

We, the jury in the above-entitled action, answer the questions submitted to us as follows:

For the purposes of this Verdict Form:

- (i) “Counterclaimants” means Darrick Angelone, AONE Creative, LLC, and ON CHAIN INNOVATIONS, LLC.
- (ii) “Counter-Defendants” means Deon Taylor, Hidden Empire Holdings, LLC, Hyper Engine, LLC, and Roxanne Taylor.

You must not award the same item of damages more than once, even if you find that one or more Counter-Defendants are liable to Counterclaimants on more than one legal theory. For each category below, you may award damages only if you find that one or more Counter-Defendants are liable to Counterclaimants under at least one cause of action that permits recovery of that category of damages.

If you do not award damages for a particular category, write “0” in the blank.

What are Counterclaimants’ Damages?

- 1. Past Lost Earnings / Loss of Business Opportunities.** If you find that one or more Counter-Defendants are liable to Counterclaimants under one or more causes of action that allow recovery of past lost earnings or loss



1 of past business opportunities, what amount do you award
2 Counterclaimants for this item of damage?

3
4 \$

5
6
7
8 **2. Past Value of Services / Unpaid Compensation / Quantum Meruit**

9 **Value.** If you find that one or more Counter-Defendants are liable to
10 Counterclaimants under one or more causes of action that allow recovery
11 of the reasonable value of services or unpaid compensation (including
12 breach of contract, implied contract, quantum meruit, or unjust
13 enrichment), what amount do you award Counterclaimants for this item of
14 damage?
15

16
17
18 \$

19
20
21
22 **3. Future Lost Earnings or Future Loss of Business Opportunities (if**

23 **any).** If you find that one or more Counter-Defendants are liable to
24 Counterclaimants under one or more causes of action that allow recovery
25 of future lost earnings or future loss of business opportunities, what
26 amount do you award Counterclaimants for this item of damage?
27
28



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



1 \$

2

3

4

5 **4. Out-of-Pocket Expenses / Reliance Damages (if applicable).** If you find

6 that one or more Counter-Defendants are liable to Counterclaimants under

7 one or more causes of action that allow recovery of out-of-pocket

8 expenses, reliance damages, or similar expenditures, what amount do you

9 award Counterclaimants for this item of damage?

10

11 \$

12

13

14

15

16 **5. Noneconomic Harm (Emotional Distress / Harm to Reputation) (if**

17 **recoverable).** If you find that one or more Counter-Defendants are liable

18 to Counterclaimants under one or more causes of action that allow

19 recovery of noneconomic damages, including emotional distress or harm

20 to reputation, what amount do you award Counterclaimants for this item

21 of damage?

22

23

24

25 \$

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



6. Restitution / Disgorgement / Unjust Enrichment (if applicable). If you find that one or more Counter-Defendants are liable to Counterclaimants under one or more causes of action that allow restitution, disgorgement, or unjust enrichment (including unjust enrichment, quantum meruit, or implied contract), what amount do you award Counterclaimants to restore them to the position they would have been in had the unjust enrichment not occurred?

\$

7. Total Damages (All Categories Combined). State the total amount of damages that you award to Counterclaimants by adding together the amounts you awarded in Questions 1 through 6:

\$

Dated: _____

Signed: _____
Presiding Juror

1 After this verdict form has been signed, notify the clerk/bailiff/court
2 attendant that you are ready to present your verdict in the courtroom.
3
4
5
6
7
8
9
10
11
12

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



13
14
15
16
17
18
19
20
21
22 **SPECIAL VERDICT FORM – MULTIPLE CAUSES OF ACTION**

23 We, the jury in the above-entitled action, answer the questions submitted
24 to us as follows:
25

26 For each cause of action listed below, you must indicate whether you find in
27 favor of the relevant Defendant/Counterclaimant(s) or in favor of the party
28 against whom that cause of action is asserted.

1. Breach of Express Oral Contract

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



As to Plaintiff/Counter-Defendant Deon Taylor, we find in favor of:

_____ Defendant/Counterclaimant Darrick Angelone

_____ Plaintiff/Counter-Defendant Deon Taylor

As to Third-Party Defendant Roxanne Taylor, we find in favor of:

_____ Defendant/Counterclaimant Darrick Angelone

_____ Third-Party Defendant Roxanne Taylor

2. Breach of Implied Contract

As to Plaintiff/Counter-Defendant Deon Taylor, we find in favor of:

_____ Defendant/Counterclaimant Darrick Angelone

_____ Plaintiff/Counter-Defendant Deon Taylor

As to Third-Party Defendant Roxanne Taylor, we find in favor of:

_____ Defendant/Counterclaimant Darrick Angelone

_____ Third-Party Defendant Roxanne Taylor

3. Breach of Fiduciary Duty

As to Plaintiff/Counter-Defendant Deon Taylor, we find in favor of:

_____ Defendant/Counterclaimant Darrick Angelone

_____ Plaintiff/Counter-Defendant Deon Taylor

As to Third-Party Defendant Roxanne Taylor, we find in favor of:

_____ Defendant/Counterclaimant Darrick Angelone

_____ Third-Party Defendant Roxanne Taylor

4. Promissory Fraud (False Promise)

As to Plaintiff/Counter-Defendant Deon Taylor, we find in favor of:

_____ Defendant/Counterclaimant Darrick Angelone

_____ Plaintiff/Counter-Defendant Deon Taylor

As to Third-Party Defendant Roxanne Taylor, we find in favor of:

_____ Defendant/Counterclaimant Darrick Angelone

_____ Third-Party Defendant Roxanne Taylor

5. Unjust Enrichment

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



As to Plaintiff/Counter-Defendant Deon Taylor, we find in favor of:

_____ Defendant/Counterclaimants Darrick Angelone and AONE Creative, LLC

_____ Plaintiff/Counter-Defendant Deon Taylor

As to Plaintiff/Counter-Defendant Hidden Empire Holdings, LLC, we find in favor of:

_____ Defendant/Counterclaimants Darrick Angelone and AONE Creative, LLC

_____ Plaintiff/Counter-Defendant Hidden Empire Holdings, LLC

As to Plaintiff/Counter-Defendant Hyper Engine, LLC, we find in favor of:

_____ Defendant/Counterclaimants Darrick Angelone and AONE Creative, LLC

_____ Plaintiff/Counter-Defendant Hyper Engine, LLC

As to Third-Party Defendant Roxanne Taylor, we find in favor of:

_____ Defendant/Counterclaimants Darrick Angelone and AONE Creative, LLC

_____ Third-Party Defendant Roxanne Taylor

6. Quantum Meruit (Goods and Services Rendered)

As to Plaintiff/Counter-Defendant Deon Taylor, we find in favor of:

_____ Defendant/Counterclaimants Darrick Angelone and AONE Creative, LLC

_____ Plaintiff/Counter-Defendant Deon Taylor

As to Plaintiff/Counter-Defendant Hidden Empire Holdings, LLC, we find in favor of:

_____ Defendant/Counterclaimants Darrick Angelone and AONE Creative, LLC

_____ Plaintiff/Counter-Defendant Hidden Empire Holdings, LLC

As to Plaintiff/Counter-Defendant Hyper Engine, LLC, we find in favor of:

_____ Defendant/Counterclaimants Darrick Angelone and AONE Creative, LLC

_____ Plaintiff/Counter-Defendant Hyper Engine, LLC

As to Third-Party Defendant Roxanne Taylor, we find in favor of:

_____ Defendant/Counterclaimants Darrick Angelone and AONE Creative, LLC

_____ Third-Party Defendant Roxanne Taylor

Dated: _____

Signed: _____
Presiding Juror

After this verdict form has been signed, notify the clerk/bailiff/court attendant that you are ready to present your verdict in the courtroom.

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



**SPECIAL VERDICT FORM – PUNITIVE DAMAGES – ENTITY
DEFENDANT**

We, the jury in the above-entitled action, answer the questions submitted to us as follows:

1. Did Counter-Defendant Deon Taylor engage in the conduct that you have found constituted fraud, oppression, or malice?

_____ Yes _____ No

Did Third-Party Defendant Roxanne Taylor engage in the conduct that you have found constituted fraud, oppression, or malice?

_____ Yes _____ No

For each person that received a “Yes” answer in Question 1, answer Question 2 as to that person. For each person that received a “No” answer, skip the rest of the questions for that person. If both received a “No” answer, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. Did Hidden Empire Holdings, LLC either (a) employ that person as an officer, director, or managing agent acting on behalf of Hidden Empire Holdings, LLC, or (b) authorize or ratify that person’s conduct?

As to Deon Taylor:

_____ Yes _____ No

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



As to Roxanne Taylor:

_____ Yes _____ No

For each person that received a "Yes" answer in Question 2, you may consider that person's conduct in deciding whether to award punitive damages against Hidden Empire Holdings, LLC. For each person that received a "No" answer in Question 2, you may not base any punitive damages against Hidden Empire Holdings, LLC on that person's conduct.

If you answered "No" in Question 2 as to both Deon Taylor and Roxanne Taylor, stop here, answer no further questions, and have the presiding juror sign and date this form.

If you answered "Yes" in Question 2 as to at least one of Deon Taylor or Roxanne Taylor, answer Question 3.

3. What amount of punitive damages, if any, do you award against Hidden Empire Holdings, LLC as punishment and to deter future wrongful conduct?

Punitive damages against Hidden Empire Holdings, LLC: \$

Dated: _____

Signed: _____
Presiding Juror

After this verdict form has been signed, notify the clerk/bailiff/court attendant that you are ready to present your verdict in the courtroom.

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663



SPECIAL VERDICT FORM – PUNITIVE DAMAGES

We, the jury in the above-entitled action, answer the questions submitted to us as follows:

4. Did Counter-Defendant Deon Taylor engage in the conduct that you have found constituted fraud, oppression, or malice?

_____ Yes _____ No

Did Third-Party Defendant Roxanne Taylor engage in the conduct that you have found constituted fraud, oppression, or malice?

_____ Yes _____ No

For each person that received a “Yes” answer in Question 1, answer Question 2 as to that person. For each person that received a “No” answer, skip the rest of the questions for that person. If both received a “No” answer, stop here, answer no further questions, and have the presiding juror sign and date this form.

5. What amount of punitive damages, if any, do you award to Counterclaimants Darrick Angelone, AONE Creative, LLC, and ON CHAIN INNOVATIONS, LLC as punishment and to deter future wrongful conduct?

As against Counter-Defendant Deon Taylor:

Punitive damages: \$ _____

As against Third-Party Defendant Roxanne Taylor:

Punitive damages: \$ _____

Dated: _____

Signed: _____
Presiding Juror

After this verdict form has been signed, notify the clerk/bailiff/court attendant that you are ready to present your verdict in the courtroom.

Dated: December 9, 2025

NEWELL LAW GROUP PC

/s/ Felton T. Newell

Attorneys for Plaintiffs

**HIDDEN EMPIRE HOLDINGS, LLC;
HYPER ENGINE, LLC; AND DEON
TAYLOR; AND THIRD-PARTY
DEFENDANT ROXANNE TAYLOR**

NEWELL LAW GROUP
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
(310) 556-9663

